

## **GRANT OF PRESERVATION COVENANT**

This GRANT OF THIS PRESERVATION COVENANT is made by the City of Ankeny, Iowa, a municipal corporation (hereinafter referred to as Grantor).

WITNESS THAT:

WHEREAS, the Grantor is the owner in fee of certain real property located in the County of Polk, in the State of Iowa, described more particularly as follows, and referred to herein as the "Preservation Area":

Lot C Vintage Business Park at Prairie Trail Plat 1

WHEREAS, the Grantor desires and intends that perimeter buffer areas a minimum of 20 feet around the normal pool of the pond be protected, preserved, maintained and improved in accordance with the terms and conditions of this Covenant;

NOW THEREFORE, the Grantor, does hereby grant, forever, the making of these Covenants.

### **COVENANTS**

a.       **USES.** There shall be no commercial, industrial or residential activity undertaken or allowed within the Preservation Areas.

b.       **BUILDINGS AND STRUCTURES.** There shall be no buildings, dwellings, barns, roads, advertising signs, billboards or structures other than the existing fishing pier built or placed in the Preservation Area that would encroach upon or reduce the area of buffers.

c.       **TOPOGRAPHY.** There shall be no dredging, filling, excavating, mining, drilling or removal of any topsoil, sand, gravel, rock, minerals or other materials. There shall be no plowing or any other activity that would alter the topography of the buffers.

d.       **DUMPING/DISPOSAL.** There shall be no dumping of trash, ashes, garbage or other unsightly or offensive material, especially including any hazardous or toxic waste.

e.       **WATER.** The hydrology of the Preservation Area will not be altered in any way or by any means including pumping, draining, diking, impounding or diverting surface or ground water into or out of the Preservation Area, except as needed for routine maintenance activities.

f.       **AGRICULTURAL USES.** No plowing, tilling, cultivating, planting, timbering, or other agricultural activities may take place within the Preservation Area.

g. The property owners are responsible for compliance with all federal, state and local laws governing the safety and maintenance of the property, including the control of noxious weeds within the Preservation Area.

NOTWITHSTANDING the foregoing restrictions, the property owners may construct and maintain any project features or mitigation features expressly required by Corp permit number CEMVR-OD-P-2006-218.

### **RESERVED RIGHTS**

Nothing herein shall be construed as limiting the right of the Grantor to sell, give or otherwise convey the Preservation Area, or any portion or portions thereof, provided that the conveyance is subject to the terms of these Covenants.

### **GENERAL PROVISIONS**

These Covenants shall run with and burden the Preservation Area in perpetuity and shall bind the Grantor, their heirs, successors and assigns. These Covenants are fully valid and enforceable by any assignee, whether assigned in whole or in part.

The Grantor warrants that it owns the Preservation Area in fee simple, and that Grantor either owns all property interests in the Preservation Area which may be impaired by the granting of these Covenants or that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Wetland Areas which have not been expressly subordinated to these Covenants by signing below. If it is determined at any time that there is any party who may have a property interest in the Preservation Area that is superior to these Covenants, then the Grantors shall immediately obtain and record a consent and subordination agreement signed by the other party. Acceptance of these Covenants does not release the Grantors from the obligation to obtain and record a consent and subordination agreement signed by any party who may have a property interest in the Preservation Area that is superior to these Covenants, even if such interest was of record at time of acceptance.

The Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Preservation Area.

The Grantor agrees that the terms, conditions, covenants and restrictions set forth in this instrument will be inserted in any subsequent conveyance of any interest in said property.

The right to enforce these Covenants is granted to any Federal, state or local agency.

The terms "Grantor" as used herein shall be deemed to include, respectively, the Grantor and its heirs, successors, personal representatives, executors and assigns.

The Grantor hereby warrants and represents that the Grantor is seized of the Preservation Area in fee simple and have good right to grant and convey this Preservation Covenant, that the Preservation Area is free of all encumbrances, except as hereinafter set forth.

**EXECUTIONS AND ACKNOWLEDGMENTS**

IN WITNESS THEREOF, the Grantor has hereto set their hand and seal this \_\_\_\_\_ day  
of (Month), (year).

\_\_\_\_\_  
Steven D. Van Oort, Mayor

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Attest: Pamela DeMouth, City Clerk